National Park Service
U.S. Department of the Interior

New River Gorge National Park and Preserve
Glen Jean, West Virginia

Request for Proposals

To Lease the Dun Glen Ark in Thurmond, West Virginia



Key Dates for this Request for Proposals

RFP Release Date: November 13, 2026
Site Tours: Scheduled upon request
Question Submission Deadlines: December 18, 2026 at 1:00 PM EST/EDT (as applicable)
Proposal Submission Deadlines: January 15, 2027 at 1:00 PM EST/EDT (as applicable)
Anticipated Date for Selection of Qualified Proposals: Six weeks after the close of the solicitation
Anticipated Lease Effective Date: Early spring 2027

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SUMMARY OF LEASING OPPORTUNITY

This Request for Proposals (RFP) provides the opportunity for any interested individual or organization, hereinafter referred to as "Offeror" to submit proposals to the National Park Service ('NPS', 'Lessor') to lease NPS property at New River Gorge National Park and Preserve ('New River Gorge', 'NERI', 'the Park') for a Commercial Use under the following general terms and conditions.

The selected Offeror ('offeror', 'you', 'your') will have exclusive negotiation rights to enter into a lease based on the attached Sample Lease (See Attachment A). Elements of your proposal may be incorporated into the Lease at Lessor's discretion.

OBJECTIVES

New River Gorge has seen a 40% increase in visitation since 2020. In 2023, the Park saw 1.71 million visitors and expects growth to continue into the coming years. Visitors to the national park spent ~$80 million in local communities around the park in 2021 and 2022, representing just a fraction of the $9 billion consumer spending on West Virginia outdoor recreation annually according to Outdoor Industry Association's recreation economy report in 2022.

New River Gorge has an extensive inventory of historic buildings throughout the park requiring rehabilitation and day-to-day maintenance. The Park is looking to revitalize these properties by seeking out qualified individuals to establish commercial businesses that are aligned to the Park's mission and willing to take on all associated rehabilitation and maintenance costs.

New River Gorge's objective is to lease historic buildings to Lessees who demonstrate they can undertake rehabilitation of the structures in accordance with the Secretary of Interior's Standards for the treatment of Historic Properties and demonstrate the financial capability to carry out the rehabilitation they propose to undertake.

OVERVIEW OF THE PROPERTY OFFERED FOR LEASE

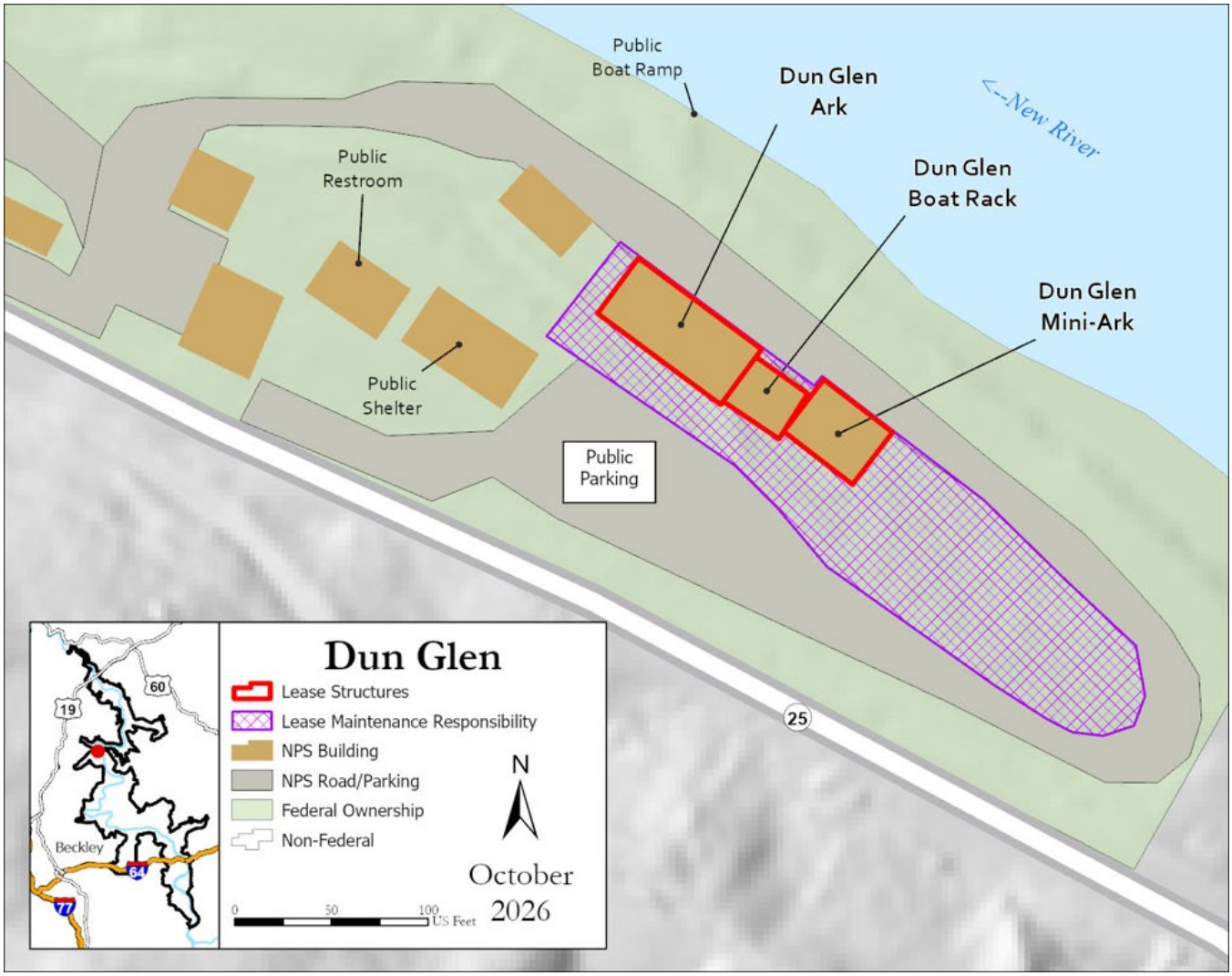
The Dun Glen Ark, commonly known as the Ark, is located at 136 Dun Glen Parking Lot (McKendree Road), Thurmond, West Virginia, 25936 (37.95326077191746, -81.0755964412642). The lease premises solely includes the structural footprint of the Ark, Mini Ark, and Boat Storage Rack, while all surrounding property will be maintained by the Park for public use. The Ark is a two-story, approximately 3,276 sq. ft. structure with natural-stained wood siding and a second-floor balcony wrapping around the front (eastern, river-facing) side. A large garage door at the front allows for movement of watercraft and other large objects from the spacious single-bay ground floor directly onto the gravel Dun Glen river access road, about 50 feet from the boat ramp. The Mini Ark is a one-story approximately 984 sq. ft. structure built in a similar style to the Ark. The Mini Ark has three rooms, with inoperable restrooms in the back of the outside two. Room one is approximately 13' by 15'. Rooms two and three are approximately 12' by 20'. The Boat Storage Rack is an open air approximately 224 sq. ft. structure. The underside of the roof is 7-8 feet off the ground and 28' long by 9' wide. There are three support posts with three storage racks on each post. The lease premises include 0.41 acres of land as shown in Exhibit 1 below. The lease does not include reserved parking in the public parking lot, but parking could be added in the lease area next to the Mini Ark.

The Ark was built in 1975 as part of the Wildwater Unlimited rafting company's Dun Glen base of operations and originally used to house equipment in large bays on the ground floor and administrative offices above. From the turn of the 20th century through the next three decades, it was the site of the Dun Glen Hotel, which served the residents of the area as well as rail travelers passing through the town of Thurmond on the opposite bank of the

river. Long after the hotel was destroyed by arson in 1930, the property passed into the ownership of Wildwater Unlimited, the first commercial rafting outfitter in West Virginia. The rafting company enjoyed many years of success before being acquired by a competitor, after which Dun Glen was sold to the NPS and transformed into a public day use area. Due to Dun Glen's close affiliation with the establishment of the whitewater rafting industry in the state, the structures and the area are considered eligible for the National Register of Historic Places and must be treated similarly to other listed historic properties. The Mini Ark and Boat Storage Rack were added in 1985.

The Ark lies fully within the Dun Glen Day Use Area, immediately adjacent to the main public boat launch into the New River. The Park's priorities in Dun Glen are to maintain public access to the river and offer visitors a place to gather in close proximity to the area's trails and the Thurmond Historic District. Dun Glen also serves as the gateway to Thurmond in the sense that it has better and more robust river access, parking capacity, event space, and utilities than available on the other side of the river.

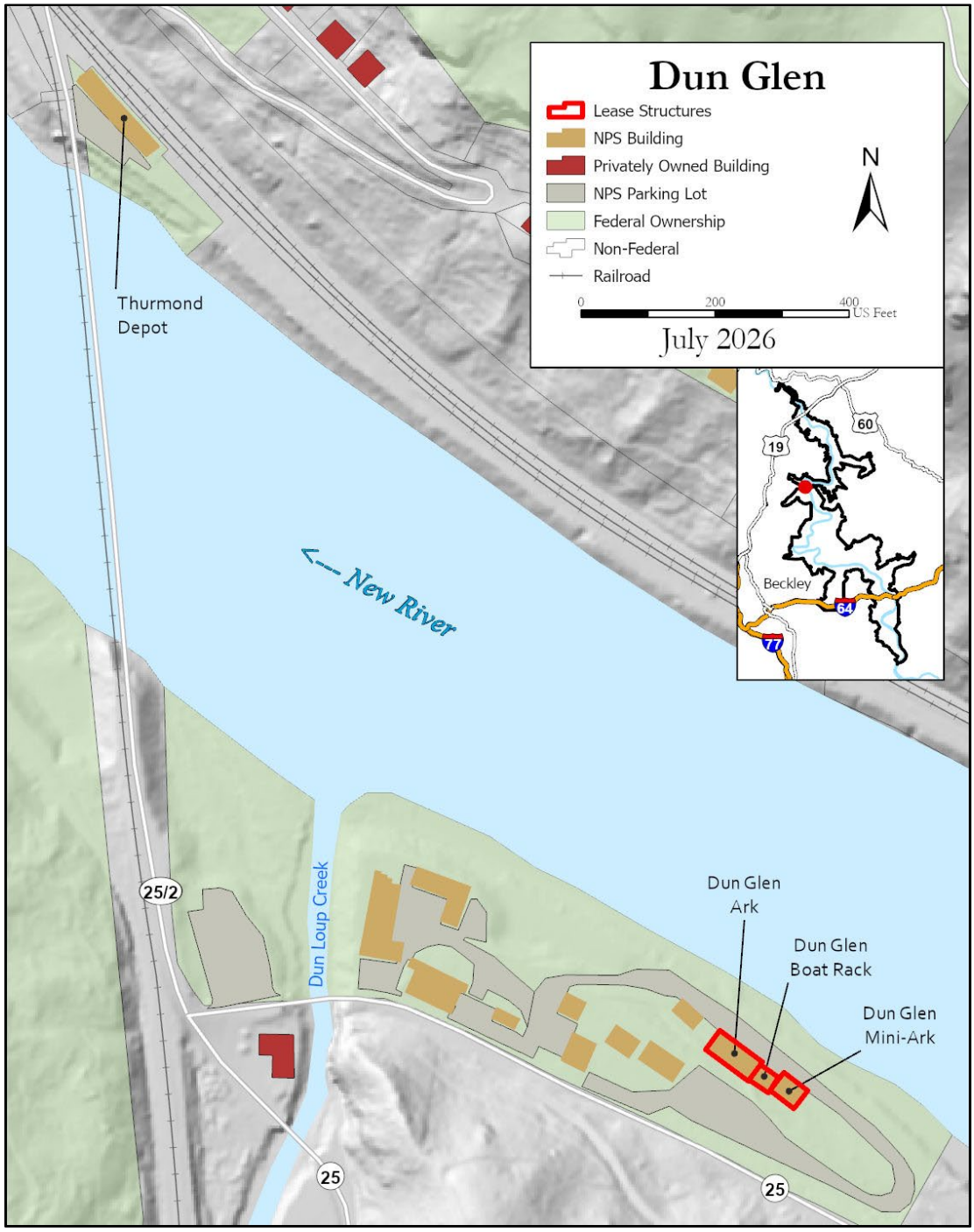
Exhibit 1 - Exterior Lease Premises – Site Plan



To reach Dun Glen, take U.S. Route 19 to the Glen Jean exit, north of Beckley. Follow the signs to Thurmond, seven miles down WV Route 25 (Route 25 is a narrow, winding road and is not recommended for RVs and

trailers). Turn right onto the McKendree Road intersection immediately before crossing the Thurmond railroad bridge. Continue approximately 0.1 miles and the entrance to Dun Glen will be on the left along the river off McKendree Road. Park at the Upper Dun Glen Lot or continue along the river access road to the lower level to reach the Ark. From Dun Glen, Thurmond is 0.4 miles north across the railroad and auto bridge over the New River, the Stone Cliff Campground is 1.5 miles south down McKendree Road, the New River Gorge administrative headquarters is 6.4 miles west in the town of Glen Jean. The cities of Fayetteville and Beckley, WV are each located approximately 16 miles north and 19 miles south, respectively, along US Route 19.

Exhibit 2 - Location Map



Allowed Uses of the Lease Premises

The Ark is available for commercial use, this may include but is not limited to office space, tour operations, retail sale of consumer-packaged goods or other merchandise, rental of outdoor or other recreation equipment, or as an event venue (subject to NPS approval).

The lessee may not use the premises for the following purposes: private use restricting access to the general public such as members-only clubs, illegal activities including but not limited to gambling, marijuana, or firearms, overnight lodging.

Key Information About This Leasing Opportunity

Deferred Maintenance: The roof of the Dun Glen Ark needs to be replaced, offerors willing to undertake this project should specify this in their proposal. A rental payment offset will be made available if a Lessee completes the work. Mail to: NERI_leasing@nps.gov.

Building Codes and Zoning: The NPS will expect any work done on the property, where relevant, to meet the standards set forth by the 2024 ICC family of Codes and all codes referenced in those codes. For fire codes, follow all codes referenced in NPS Director's Order #58 and NPS Reference Manual #58. For accessibility, work must meet the ICC Codes and the Architectural Barriers Act Accessibility Standard (ABAAS). Additionally, Certificates of Occupancy are issued by the NPS Building Code Official.

Historic Preservation: Construction design, authorization, regulatory compliance, and permitting will be required to comply with one or several of the following: the Secretary of the Interior's Standards and Guidelines; National Historic Preservation Act (NHPA) and Section 106 compliance; National Environmental Policy Act (NEPA); NFPA 914 Code for Protection of Historical Structures. Please note that your proposal may trigger compliance processes in accordance with one or more of the laws, regulations or policies listed above. The cost of any such compliance process as well as the costs of plan check, code review and construction inspections will be borne by the Lessee.

Public Boat Ramp: If an offeror is interested in utilizing the public boat ramp, they must include their intended use and frequency of use in their proposal. Use of the boat ramp will be non-exclusive.

Jurisdiction

The Lease Premises are subject to concurrent jurisdiction. Under concurrent jurisdiction, Federal and State governments share the governmental authority, and unless otherwise stated, the laws of both governments are applicable.

The Lessee must comply, at its sole cost and expense, with all Applicable Laws and Requirements (including Federal, State, and local laws, rules, regulations, requirements, and policies) in fulfilling its obligations under the Lease.

It is the responsibility of the Lessee to determine whether it is subject to specific taxes and assessments and abide by those applicable statutes. Any comments made by the NPS in this RFP do not alter those responsibilities, if any, nor should they be construed to take a position nor express a view on behalf of the Lessee.

Term of the Lease

The term of the lease will be negotiated with the selected Offeror. The term shall be as short as possible, while considering the financial obligations of the lessee and other factors related to determining an appropriate lease term. No lease shall have a term of more than 60 years and the NPS anticipates a term of 10 years for this opportunity. Proposed term lengths over 10 years must be justified by the cost of improvements as part of your proposal. The lease term will commence as soon as possible following the selection of the best offer pending completion of any required compliance work.

Rent

NPS is required under 36 CFR Part 18 to receive, at a minimum, Fair Market Value Rent (FMVR). The FMVR determination has considered restrictions the NPS has placed on the use of the property and terms of the lease that limit the value and/or the highest and best use of the property and any requirements under the lease for the lessee to restore, rehabilitate or otherwise improve the leased property. The amount of rent will be negotiated subsequently with the selected offeror, provided that the final rent must at least equal the FMVR as determined by the NPS.

Rent Payment Offsets may be considered for expenditures on capital investments made to improve the property. These Rent Payment Offsets may substantially reduce rent payments.

The minimum FMVR for this opportunity has been determined to be $5.00/square foot/year NNN ($21,300/year).

Insurance

During the term of this Lease, the Lessee shall maintain General Liability, Property & Casualty, Worker's Compensation & Employer's Liability, and Business Interruption & Extra Expense insurance in amounts set by the Lessor. Further information regarding insurance requirements can be found in Attachment A: Sample Lease. Lessee's insurance coverage amounts will be periodically reviewed by the Lessor. These reviews will ensure the Lessee has appropriate coverage in light of any changing circumstances.

Utilities

The Lessee is solely responsible for all utilities for the Lease Premises. The only existing utility is electrical service, the installation of any additional utilities will be the responsibility of the Lessee. The installation of additional utilities will require prior written approval by the NPS.

Maintenance Responsibilities

Lessee's Responsibilities

- Lessee will be responsible for the maintenance and repair of structural portions (i.e., footings, slabs, columns, exterior walls, roof) and other structural elements of the Premises.
- Lessee will be responsible for scheduled repair and maintenance of the buildings within the Lease Premises.
- Lessee will be responsible for any unscheduled, emergency work (e.g. after-hours drain clearing, plumbing or electrical work) necessary to ensure the successful operation of the Lease Premises.
- Lessee will be responsible for routine housekeeping of the Lease Premises and its exterior facilities.
- Lessee will be responsible for grounds maintenance within a 30-foot radius of the Lease Premises. This includes maintaining clear walkways and maintaining the grass and the grounds in good condition, including, without limitation, regular grass mowing, care of trees and ornamental plantings, snow removal and trash removal.

- Lessee will be responsible for the scheduled inspections of all building systems on the Premises. Provide Lessor ability to conduct annual inspection of Lease Premises with Lessee.

Potential Improvement Projects

- Lessor may undertake projects intended to improve the Lease Premises or utilities serving the Lease Premises during the Lease Term. Lessor will coordinate with Lessee to minimize the impact on Lessee's operations.

Premises Condition

Facility will be delivered to Lessee, "As-is with all faults."

Contractors

Lessee may utilize contractors to perform repairs, replacements, and improvements, and to provide event services.

- Contractors must abide by all Lease provisions as well as all local and national laws and regulations.
- Lessee will require Contractors to maintain appropriate insurance coverage that names the Lessee and the United States of America as an additional insured party.
- Lessee will develop and implement, subject to NPS prior approval, a contractor informational document, which will inform the contractor(s) of all pertinent information about the site.

Other Terms and Conditions

The proposed terms and conditions of the offered Lease are as described in Attachment A: Sample Lease included in this RFP and are consistent with 36 CFR Part 18.

Competitive Process

This Lease opportunity is open to all interested persons and businesses on a competitive basis. Whoever submits the proposal judged best under the proposal selection criteria will be given an opportunity to negotiate a final Lease agreeable to both the selected offeror and NPS.

To be selected by the NPS you must demonstrate that you have the capacity to plan, carry out, and finance your proposal. Evaluation criteria and the process for selecting a Lessee are described in detail in the PROPOSAL CONTENT AND CRITERIA and EVALUATION AND SELECTION PROCESS sections of this RFP. The NPS reserves the right to reject one or all proposals or terminate lease negotiations at any time prior to executing a final lease without penalty or liability.

Appointments-Only Site Tour and Additional Information

Requests for site tours and questions about the RFP or the Lease Premises should be sent via email to: NERI_Leasing@nps.gov

Questions from interested parties will be answered via a Question & Answers (Q&A) or Frequently Asked Questions (FAQs) section on the park's website. Questions must be submitted by the dates provided on the first page of this RFP. The Q&As or FAQs, as well as the RFP and attachments, can be found at: https://www.nps.gov/neri/getinvolved/leasing-opportunities-in-the-park.htm

NPS reserves the right at any time, and from time to time, for its own convenience, and in NPS' sole discretion, to cause or do any or all of the following:

- Waive or correct any defect or technical error as to form or content of this RFP or in any response, proposal, or proposal procedure, as part of the RFP or any subsequent selection and negotiation process.
- Reissue an RFP.
- Modify, amend, cancel, or suspend any and all aspects of the RFP and selection process.
- Modify the scope of the Lease or the required responses or modify the components of the Lease.
- Request that Respondents clarify, supplement, or modify the information submitted.
- Extend deadlines for accepting RFP responses or request amendments to responses after expiration of deadlines.
- Consider comparable projects owned, developed, or operated by a Respondent.

Initial and Rolling Submission Deadlines

Proposals must be submitted on or before the time and date provided on the first page of this RFP. The initial RFP solicitation will be open for a minimum of 60 days, if the NPS has not received a responsive proposal by the initial submission deadline the RFP solicitation will remain open on a rolling 1-week basis until a responsive proposal has been selected or the NPS terminates the solicitation. During a rolling submission period, questions must be submitted by Wednesdays at 1:00 PM EST/EDT (as applicable). Rolling submission periods will end on Fridays at 1:00 PM EST/EDT (as applicable).

Proposal Submission Protocol

Proposals may only be submitted electronically. Proposals that are not received at the designated electronic address by the specified deadline will not be considered. NPS will not consider hardcopy proposals.

Telephonic proposals, faxes, e-mails to other addresses, and other means of transmittal will not be considered. Please refer to the **Proposals Considered Public Documents** section, in this RFP if you believe that a proposal contains trade secrets or confidential commercial and financial information that you do not want to be made public.

Authority

This RFP is issued under the authority of Title 36 of the Code of Federal Regulations Part 18 Leasing of Properties in Park Areas (36 CFR Part 18). This RFP and the Sample Lease are subject to and incorporate all terms and conditions of Part 18 as applicable. In the event of any conflict between the terms of this RFP and Part 18, Part 18 controls.

The NPS has the authority to lease historic property through the Historic Leasing Authority (54 USC 306121), as well as the authority to lease NPS-administered buildings and associated property pursuant to the National Park Service General Leasing Authority (54 USC Ch. 1021), and other applicable authorities.

NPS regulations require all leases with the NPS to receive Fair Market Value Rent.

The National Park Service and New River Gorge National Park & Preserve

The United States National Park Service was created by Congress to "conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations." Additionally, Congress has declared that the National Park System should be "preserved and managed for the benefit and inspiration of all the people of the United States." To learn more about the National Park Service, visit our website at www.nps.gov. This site includes information about who we are, our mission, NPS policies and individual parks.

New River Gorge National Park and Preserve is a National Park created in 1978 to preserve an important free-flowing segment of the New River, preserve, protect, and conserve outstanding resources and value, and provide opportunities for public understanding, appreciation, and enjoyment of the park's natural, cultural, scenic, and recreational resources. Please visit http://www.nps.gov/neri for more information about New River Gorge.

REQUIREMENTS

Proposals must be submitted electronically to: NERI_Leasing@nps.gov.

Proposals must be submitted *on or before the time and date* provided on the first page of this Request for Proposals.

The subject line on your email submitting the proposal should include the following:
NERI - Dun Glen Ark - Lease Proposal - [Your surname or the name of your business entity or organization]*****

The file name on your lease proposal should utilize the following naming structure:
NERI_Dun-Glen-Ark_Lease-Proposal_[Your surname or the name of your business entity or organization]*****

***Please do not include the brackets.**

Proposals are limited to 20 pages or less, not including attachments. Any proposals over these limits will be deemed non-responsive and not evaluated further.

Offerors should submit their proposal in electronic format *as one cohesive document* in the Adobe PDF format. The required **Business History Information** form (Form 10-352) and required **Business Organization Information** form (either Form 10-353 or 10-354), the required **Offeror Financial Statements and Projections: Small Leases** form (Form 10-355A), financial statements, and credit reports should be incorporated into your PDF submission as attachments. If you do not have PDF management software, such as Adobe Acrobat, there are free websites, such as PDFCandy or PDFgear, that will allow you to convert other document formats into the PDF format and combine PDF documents. Proposals must be formatted to 8-1/2" x 11"-page size. Proposals submitted by mail, in-person delivery, telephone, fax, or other methods will not be considered.

While there is no limit on the file size of your proposal, the total file size of the email submission, including all attachments, cannot exceed 40MB. If your proposal exceeds this limit, you must separate your document into smaller files and send them in separate emails. If you do this, please separate your proposal into as few files as possible and clearly name the files so they can be reassembled in your intended order.

Effective proposals should be organized in the order of the **Required Information** detailed below and should contain clear, concise responses that address all the questions and requirements for each of the **Selection Criterion** listed in the RFP. **Proposals that do not specifically answer all questions will be deemed non-responsive and not evaluated further.**

NPS reserves the right to deviate from any provision of this RFP, consistent with applicable statutes, regulations, and policies. NPS may extend the submission deadlines for any reason.

PROPOSAL EVALUATION AND SELECTION GUIDELINES

NPS Leasing Regulations, as provided in 36 CFR 18.8(e), require that proposals be evaluated by the criteria below:

- The compatibility of the proposal's intended use of the offered property with respect to preservation, protection, and visitor enjoyment of the park area.
- The compatibility of the proposal with the historic qualities of the property.
- The financial capability of the Offeror to carry out the terms of the lease.
- The experience of the Offeror demonstrating the managerial capability to carry out the terms of the lease.
- The ability and commitment of the Offeror to conduct its activities in the park area in an environmentally enhancing manner through, among other programs and actions, energy conservation, waste reduction, and recycling.
- The benefit to the NPS of the financial and other terms and conditions of the proposal, including the amount of rent proposed and other proposed lease terms and conditions.

Please keep these requirements in mind when developing your proposal, many of these criteria will be relevant to more than one of the selection criteria listed below.

PROPOSAL CONTENT AND CRITERIA

Proposals submitted in response to this RFP must follow the format described below. You are asked to answer questions or supply specific information in response to the specified items. Please label your responses correspondingly and respond fully and accurately to all questions and/or requests.

Ensuring your Proposal is Responsive

The requirements for NPS RFPs are fairly complex; in order to help you develop a responsive proposal we have created a checklist of the required components your proposal must include, see Attachment E: Responsive Proposal Checklist. We highly encourage you to utilize this checklist.

Required Information

Offeror Identification

Fully identify the person(s) associated with your proposal, by providing: Name(s), address(es), telephone number(s), e-mail address(es), and fax number(s), if applicable. **If your party consists of more than one individual, you should identify the primary contact for your group or organization**. The NPS will send all communications to that contact person. **Your proposal must include a Transmittal Letter signed by the primary contact**; a sample is provided in Attachment D: Sample Offeror Transmittal Letter**.**

Please complete and submit the applicable Identification and Credit Information Form contained in the Proposal Forms attached to this RFP for the entity and/or individuals that are to be the lessee and its principals. There are separate forms for individuals and sole proprietor businesses and other business entities.

Criterion 1: Proposed Use and Operations Consistent with National Park Service Values (20%)

This section should explain your proposed use(s) of the property, establish your overall vision, and explain why such use(s) are compatible with the preservation, protection, and visitor enjoyment of the park area.

A. **Proposed Use(s) of the Property**
   I. **Operating Plan:** Describe normal operations, special events, and expected hours of operation. If operations are seasonal, include a seasonal operating calendar showing how activities change throughout the year.

II. **Occupancy and Visitation Estimates:** Provide an on-site headcount, expected daily visitor/client volume, staffing levels, and parking needs for employees and visitors. If you plan special events, provide peak-capacity assumptions and associated parking needs for those events.
III. **Marketing and Sales Plan:** Explain how you will attract and serve customers while upholding NPS values, covering target audiences, offerings/pricing, outreach channels (website/email/on-site signage, media/partners), seasonality/campaign calendar, and the on-site experience/wayfinding. Your marketing assumptions should correlate directly to revenue projections in Form 10-355A.

B. **Enhancing Visitor Enjoyment:** Describe how your operations will enhance visitor enjoyment of the park.
C. **Public Interaction Plan**: Because members of the public may occasionally enter the Lease Premises despite signage, provide a Public Interaction Plan describing how you will train staff to address respectful, safety-focused interactions and appropriate redirection.

Criterion 2: Improvements, Maintenance, and Preservation of the Historic Quality of the Property (20%)

This section should describe your Improvements (including repairs and rehabilitation) to the Lease Premises and how they support your proposed use. Your response must show how you will take full responsibility for all repairs and maintenance. All work must comply with applicable standards, including the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Architectural Barriers Act Accessibility Standards (ABAAS).

A. **Proposed Improvements**
I. **Cost Estimates:** Submit cost estimates for all proposed Improvements.
II. **Construction Timeline:** Submit a timeline for design, commencement, and completion of Improvements.
III. **ABAAS Compliance:** Describe steps to comply with ABAAS and to facilitate access for mobility-impaired individuals.
IV. **Conceptual Designs:** Provide conceptual designs for building/grounds Improvements, and conceptual plans/specs for major systems work (repairs or replacements).

B. **Post-Improvement Maintenance Plan**
I. **Estimated Annual Maintenance Budget:** Estimate costs for materials, labor, service contracts.
II. **Maintenance Calendar**: Provide a breakdown of the daily, weekly, monthly, quarterly, annual, and/or other maintenance tasks you expect the Lease Premises will require.

C. **Historic Preservation Approach:** Describe how you will preserve the historic quality of the Lease Premises and comply with the Secretary of the Interior's Standards throughout design, construction, and operations.

Criterion 3: Financial Capability of the Offeror (20%)

This section should demonstrate that you are capable of making the financial investment required to fund what you propose. Offerors must identify the manner by which they will fund the Improvements and other start-up costs they propose for the Lease Premises.

A. **Financial Viability, Sources of Funds, and Required Forms**
I. **Financial Summary:** Provide a summary detailing total assets, cash assets, and financial liabilities for your organization (or for each partner or principal if you are forming a new entity for this opportunity).
II. **Sources and Proof of Funds:** Submit the source(s) and proof of the availability of the funds described in your Financial Summary. They should be adequate to carry out the obligations described in your proposal and under the terms of the proposed lease. Acceptable documentation

includes bank statements, investment account statements, financing commitment letters, or similar documents that substantiate your financial claims.

III. **Business History Information — Form 10-352**
- **Existing Business Entities:** Provide Form 10-352 (Business History Information) for the existing business entity.
- **Newly Formed Business Entities:** If a new entity will be created for this opportunity, provide Form 10-352 for each owner or principal.

IV. **Business Organization Information — Form 10-353 or Form 10-354 (as applicable).** Provide Form 10-353 (Business Organization Information — Individual or Sole Proprietors) or Form 10-354 (Business Organization Information — Corporation/Limited Liability), as applicable to your organizational structure.

B. **Creditworthiness & Financial History**

I. **Recent Credit Report:** Provide a credit report, with credit score, dated within the last 30 days.
- **Existing Business Entities:** Provide a business credit report from one of the major credit reporting agencies (Dun & Bradstreet (D&B), Experian Business, Equifax Business, or Creditsafe), include the corresponding business credit score, where available).
- **Newly Formed Business Entities or Individual(s):** If you are forming a new entity for this opportunity or are submitting a proposal as an individual(s), provide a credit report, with credit score from one of the major credit reporting agencies (Equifax, Experian, or TransUnion) for each owner or principal.

C. **Financial Projections and Pro Forma — Form 10-355A**

I. **Financial Projections Summary:** Provide start-up expenses, stabilized revenues, and operational expense estimates, including:
- An estimate of start-up expenses and investments, revenues, and operating expenses for all years covered by your proposed Lease Term.
- Identification of all revenue sources and any fees to be charged as part of the Lease terms.
- A clear description of the basis for all assumptions in the pro forma, including assumptions regarding each income source, any inflation factors, and occupancy and management costs.

II. **Form 10-355A:** Provide a pro forma projecting revenue and expenses over the Lease Term using Form 10-355A (Offeror Financial Statements and Projections: Small Leases).

Criterion 4: Demonstrated Experience Improving and Operating a Similar Property (15%)

This section should demonstrate your qualifications to provide top quality management of the Lease Premises. To be considered qualified, responsive and responsible, an Offeror must submit the items listed below.

A. **Resumes:** Provide resumes for the Offeror's owners, principals, and key managers. Document relevant experience operating a similar business, including sales/marketing and event management where applicable.

B. **Comparable Project Experience:** Provide examples of current or past construction projects of similar scope and complexity. Include one to three brief case summaries that highlight superior performance.

C. **Property Operations Experience:** Describe your experience managing a similar property, include the total years of operation, property maintenance experience, improvement projects you oversaw, and relevant experience with rehabilitation/preservation of historic buildings.

Criterion 5: Environmental Enhancement (10%)

This section should explain how you will manage the Lease Premises in an environmentally enhancing manner. At a minimum, address:

A. **Ecological Protection:** Site-specific measures and monitoring.

B. **Energy Conservation:** Targets/Key Performance Indicators (KPIs) such as Energy Star benchmarking.
C. **Water Conservation:** Fixtures/controls and reuse opportunities.
D. **Waste Reduction:** Source reduction and composting where feasible.
E. **Recycling:** Program design and vendor arrangements.

Criterion 6: Financial and Other Terms Offered (15%)

This section should explain the financial and material benefit your proposed use will provide to NPS. No annual rent below Fair Market Value Rent (FMVR) will be accepted. The FMVR determination will consider use restrictions, lease terms limiting highest and best use, and any required restoration, rehabilitation, or other Improvements.

A. **Starting Annual Rent**: State the Annual Rent offered for Lease Year 1. Proposals below the minimum FMVR will be deemed non-responsive and not evaluated further. An Offeror may propose Annual Rent higher than the minimum FMVR to increase the competitiveness of their proposal.
B. **Percentage Rent:** If offering Percentage Rent, state the percentage(s) you are offering. If proposing multiple percentage structures (e.g., retail vs. events), keep them fixed for the entire Lease Term and provide Lease Year projections in Form 10-355A. Gross Revenue means the total revenue earned from all income streams related to the Lease Premises. Please refer to the Sample Lease for the full explanation for how Gross Revenue is determined.
C. **Lease Term:** State the proposed lease term and provide a brief rationale linking term length to your capital program and risk allocation.
D. **Other Terms and Conditions to Negotiate:** List any Sample Lease terms you intend to negotiate (do not submit a redline copy of the Sample Lease). Requested terms should be specific, transparent, and compatible with NPS policy.

EVALUATION AND SELECTION PROCESS

The National Park Service will review all responses to this RFP through an evaluation panel assisted by technical consultants as appropriate.

All proposals will first be screened for adherence to the requirements of this RFP. The NPS will not consider non-responsive proposals. A non-responsive proposal is a proposal that was not timely submitted or fails to meet the material terms and conditions of this RFP as determined by the NPS. The NPS will only use information provided in the appropriate section of a proposal during the evaluation process, please organize your proposal carefully.

It is the intention of the NPS to select the best responsive proposal as determined under the selection criteria without further submittals or presentations. If this cannot be done, the NPS will select those lease proposals that appear most suitable under the selection criteria and will request additional information or presentations from that group so that the best responsive proposal can be selected.

NPS will negotiate the terms of the final Lease with the selected Offeror. Award of a Lease to that Offeror is dependent on successful negotiation of the final terms of the lease. If negotiations fail, NPS may negotiate with other Offerors for award of the Lease or terminate this solicitation without liability to any person.

The NPS reserves the right to reject one or all proposals, terminate lease negotiations, or cancel this RFP Solicitation at any time prior to executing a final lease without penalty or liability.

ADDITIONAL INFORMATION AND MODIFICATION OF PROPOSALS

The NPS may request from any Offeror additional information or written clarification of a proposal after the submission date. However, proposals may not be amended after the submission date unless permitted by the NPS. The NPS may not permit amendment of a proposal unless all Offerors that submitted responsive proposals are given an opportunity to amend their respective proposals.

LEASE TERMS AND CONDITIONS

Term of Lease

The Lease to be awarded under this RFP will have a minimum term of ten (10) years. The Lease may be extended once for a period not to exceed one (1) additional year if the NPS determines that an extension is necessary because of circumstances beyond the control of the NPS. In accordance with applicable policy guidance, all leases with a term of five or more years must contain a CPI adjustment provision; and, and all leases with a term of fifteen or more years must contain a rent reconsideration provision.

Conditions

Selection of a proposal does not guarantee a lease for the Offeror. The responsive proposal judged best under the proposal selection criteria will be given an opportunity to negotiate a final lease agreeable to both the Offeror and NPS.

Lease Provisions

The Lease to be awarded under this RFP will contain the provisions required by 36 CFR Part 18 as well as other provisions determined by the NPS to be necessary to assure use of the leased property in a manner consistent with the purposes of the park area, and where applicable, to assure the preservation of historic property. Required provisions include, without limitation:

- A termination for cause or default provision and a termination for convenience provision;
- Appropriate provisions requiring the Lessee to maintain the leased property in good condition throughout the term of the Lease;
- Appropriate provisions stating that subletting of a portion of the leased property and assignment of a lease, if permissible under the terms of the lease, must be subject to the written approval of NPS;
- Appropriate provisions requiring the Lessee to pay for use of all services and utilities not provided by the Lessor and to pay all taxes and assessments imposed by federal, state, or local agencies applicable to the leased property or to Lessee activities;
- Appropriate provisions stating that the Lessee has no rights of renewal of the Lease or to the award of a new Lease upon Lease termination or expiration;
- Appropriate provisions stating that the Lessee may not construct new buildings or structures on leased property except in limited circumstances;
- Appropriate provisions requiring that any improvements to or demolition of leased property to be made by the Lessee may be undertaken only with written approval from the NPS; and
- Appropriate provisions that describe and limit the type of activities that may be conducted by the Lessee on the leased property.

A Sample Lease is attached to this RFP and incorporates these terms.

PROPOSALS CONSIDERED PUBLIC DOCUMENTS

All proposals submitted in response to this Prospectus may be disclosed by the NPS to any person, upon request, to the extent required or authorized by the Freedom of Information Act (5 U.S.C.§ 552). If you believe that your

proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, mark the cover page of each copy of the proposal with the following legend:

> "The information specifically identified on pages of this proposal constitutes trade secrets or confidential commercial or financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act. The Offeror requests that this information not be disclosed to the public, except as may be required by law."

You must specifically identify what you consider to be trade secret information or confidential commercial or financial information on the page of the proposal on which it appears, and you must mark each such page with the following legend:

> "This page contains trade secrets or confidential commercial and financial information that the Offeror believes to be exempt from disclosure under the Freedom of Information Act, and which is subject to the legend contained on the cover page of this proposal."

Information so identified will not be made public by the NPS except in accordance with law. The NPS does not guarantee and assumes no liability for the accuracy of the information provided in this RFP.

ELIGIBILITY

Applicants subject to existing legal authorizations must be compliant with current lease obligations in order to be eligible for this opportunity. Current lessees of NPS property who have not satisfied reporting obligations or other lease obligations or have outstanding rent payments will not be considered eligible for this opportunity.

Applicants who are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from a public transaction by a federal department or agency, or whose legal authorizations to undertake operations on park lands or to use and occupy park lands and facilities have been revoked, suspended, or terminated, or whose obligations for payments have been deemed delinquent and have been deferred to the United States Treasury, are not eligible for consideration.

EXPERIENCE YOUR AMERICA™

APPENDIX A: Dun Glen Ark Photographs

For more photographs, please visit this website.



Dun Glen Ark view from upper parking lot



Dun Glen Ark, view from the northwest (driveway)



Dun Glen Ark, view from southeast (driveway)



Dun Glen Ark, lower-level drive-in-door



Boat storage rack



Dun Glen Mini Ark

ATTACHMENTS

Attachment A: Sample Lease

Sample Lease

Attachment B: Business History Information and Business Organization Information Forms

Form 10-352
Form 10-353
Form 10-354

Attachment C: Offeror Financial Statements and Projections: Small Leases

Form 10-355A

Attachment D: Sample Offeror Transmittal Letter

Sample Offeror Transmittal Letter

Attachment E: Responsive Proposal Checklist

Responsive Proposal Checklist